

# Valet/ On/Off Street Parking Agreement

This instrument prepared by:

Office of the City Attorney  
City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

(To be **RECORDED** in the Public Records of Broward County)

THIS AGREEMENT was entered into this \_\_\_\_ day of \_\_\_\_\_, 200 , by and between:

CITY OF FORT LAUDERDALE, a municipal corporation,  
Hereinafter referred to as ACity@  
and

(Owner) \_\_\_\_\_  
(Address) \_\_\_\_\_  
("Parcel 1 Owner@)

Owner is vested with fee simple title to the following described land having a street address of  
YYYYYYYYYYYYYYYYY., Florida 333 , being more particularly described as follows:

(Legal Description) YYYYYYYYYYYYYYYYYY;  
of property with a use being served by parking  
said lands situate, lying and being in the City of Fort Lauderdale,  
County of Broward, State of Florida (hereinafter referred to as AParcel 1@)

If parking is to be located on property other than Parcel 1 being served by the parking provided in this Agreement,  
the Owner (if the same owner as Parcel 1) or Parcel 2 Owner is vested with fee simple title to the following  
described property having a street address of \_\_\_\_\_, Fort Lauderdale, Florida 33\_\_\_\_ which is  
within 700 feet of Parcel 1, being more particularly described as follows:

(Parcel 2 Owner) \_\_\_\_\_  
(Address) \_\_\_\_\_  
(AParcel 2 Owner@)

(Legal Description) .....;  
(hereinafter referred to as "Parcel 2")

A. Parcel 1 is in a A\_\_\_\_\_” zoning district. Owner intends on using Parcel 1 for a \_\_\_\_\_ use.

B. If parking located off/site, Parcel 2 is in a “\_\_\_\_\_” zoning district.

C. 1. [Please check if true \_\_\_\_] The use of Parcel 1 and/or Parcel 2 is part of a development permit, PZ Case No.  
\_\_\_\_(fill in) that has been approved by Department, DRC, P&Z, City Commission (circle one) and if by City  
Commission, was approved in accordance with Resolution No. \_\_\_\_ (fill in). If the development permit approval  
expires, then this Parking Agreement shall terminate and no longer be of any force or effect. or

C.2. (Please check if true\_\_\_\_) The use of Parcel 1 and/or Parcel 2 is part of an approved building permit. (Please  
check if true\_\_\_\_) Parcel 2 is a stand alone permitted parking facility. (Please check if true\_\_\_\_) Parcel 2 is used to  
provide required parking for another use located at ..... The use requires \_\_\_\_parking spaces.  
There is a total of \_\_\_\_parking spaces on Parcel 2.

D. Under the City of Fort Lauderdale Unified Land Development Regulations (AULDR@), the use of Parcel 1 as  
a \_\_\_\_\_ requires \_\_\_\_\_ (#) parking spaces.

E. Owner is providing \_\_\_\_\_ on-site regular parking spaces in accordance with Section 47-20.16 of the ULDR.

F. In order to meet the parking requirement for the use of Parcel 1 as a \_\_\_\_\_ use, Owner wishes to provide \_\_\_\_\_ (#) on/off-site (circle one or both) valet/non-valet (circle one) parking spaces in accordance with ULDR ' 47-20.16 (2000); or

Although not required to meet parking requirements, Owner wishes to provide \_\_\_\_\_ (#) on/off-site (circle one or both) valet/non-valet (circle one) parking spaces in accordance with ULDR ' 47-20.16 (2000).

In consideration of the mutual covenants exchanged herein and other good and valuable considerations exchanged between the parties, the receipt and sufficiency of which is hereby stipulated to between the parties, the parties agree as follows:

The foregoing recitals are true and correct and are incorporated herein.

1. *Permission is granted to Parcel 1 Owner* to provide \_\_\_\_\_ (#) on/off site (circle one or both) regular or valet parking spaces on the Parcel 1/Parcel 2, (circle one or both) in accordance with the terms of ULDR ' 47-20.16 which permission is contingent upon the Owner, and its successors and assigns, maintaining the required parking spaces and facilities in accordance with section 47-20 of the ULDR now existing or subsequently enacted. Failure to comply with the restrictions and duties imposed by the laws and regulations as aforesaid shall automatically revoke this permission without further action by the City.

2. If parking is to be provided on Parcel 2, such \_\_\_\_\_ (#) parking spaces shall never be sold or disposed of except in conjunction with the sale of Parcel 1 or the use which the parking area serves, so long as such facilities are required; unless:

a. the parcel to be sold will continue to be used as provided in the off-site parking agreement and the new owner executes a consent to assume and be bound by the obligations of the owner of the parcel used for parking as provided in the agreement.

b. A different parcel complying with the provisions of the ULDR and subject to a recorded off-site parking agreement may be substituted for the parcel of land subject to the off-site parking agreement; or

c. The parcel being served by the off-site parking no longer requires the parking as evidenced by a written statement executed by the parties executing the off-site parking agreement and as approved by the department and a termination of the off-site parking agreement is executed by the department and recorded in the public records of Broward County at owner's expense.

d. In the case of a new or substitute agreement for the use of other land or lands to meet the parking requirements of the ULDR of the City, this Agreement shall be voided by the execution and recording of a subsequent agreement.

3. If valet parking is being provided, the *Owner* shall supply an attendant at each valet parking facility to receive, park and deliver the motor vehicles belonging to the owners, occupants, tenants and their customers, visitors, invitees for the \_\_\_\_\_ (#) on/off site (circle one or both) valet parking spaces supplied. The parking attendant shall be on-duty and available during one hundred (100%) percent of the operating hours of Parcel 1 as a \_\_\_\_\_ use.

4. This on/off-site (circle one) valet/non-valet (circle one) Parking Agreement shall be deemed a covenant running with the land and shall be binding upon the successors and assigns of *Owner* in the use of *Parcel 1 (and/or Parcel 2)*.

5. *Owner* acknowledges that unless the terms and conditions of ULDR ' 47-20 and this Agreement are met, that the use of Parcel 1 for a \_\_\_\_\_ use would be in violation of the ULDR.

6. Pursuant to the terms of ULDR ' 47-20, this Agreement may be executed by the director or his designee of the Planning and Zoning Department on behalf of the City of Fort Lauderdale in accordance with ULDR ' 47-20.18.c.

7. This Agreement shall not be valid until it is executed by both parties, recorded in the Public Records of Broward County, Florida at Owner=s expanse and a copy of the recorded Agreement filed with the *City Planning and Zoning Department*.

8. This Agreement may not be amended, modified, revoked or terminated except in writing signed by the Owner, Parcel 2 Owner if applicable, and the City of Fort Lauderdale Planning and Zoning Department Director or someone equivalent in this position, and recorded in the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

OWNER WITNESSES:

\_\_\_\_\_  
(Witness type/print name)

\_\_\_\_\_  
(Owner)

\_\_\_\_\_  
(Witness type/print name)

STATE OF FLORIDA)  
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 200 ,  
by \_\_\_\_\_ (Owner).  
He/she is personally known to me or has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Print Name

My Commission Expires:

(IF APPLICABLE)  
PARCEL 2 OWNER WITNESSES

PARCEL 2 WITNESSES:

\_\_\_\_\_  
(Witness type/print name)

\_\_\_\_\_  
(Parcel 2 Owner)

\_\_\_\_\_  
(Witness type/print name)

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 200 ,  
by \_\_\_\_\_ (Parcel 2 Owner).

He/she is personally known to me or has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Print Name

My Commission Expires:

CITY OF FORT LAUDERDALE

BY: \_\_\_\_\_  
Director of Planning & Zoning Dept.  
OR His Designee

Approved as to form:

\_\_\_\_\_  
City Attorney

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